K.C.C. No. 153424

Tariff No. 2

TARIFF OF

Name: Sunset Tours, Inc.

Address: 7700 Irwin Raytown, MO 64138

Motor Common Carrier Service

Between Points

And Places In Kansas (As Shown Herein)

ISSUE DATE: 03/14/2005 EFFECTIVE DATE: 03/14/2005

Ron Zimmerman, President
Name and Title
Sunset Tours, Inc.
Name of Carrier
7700 Irwin
Street and PO Box Address
Raytown, MO 64138
City, State and Zip

Item	Subject And Application
No. 1.	Application of Tariff
	A. This Tariff applies to the transportation of passengers and their baggage, in charter operations, as follows:
	1. Interstate – Over irregular routes between points in the United States (except Hawaii) and
	2. Intrastate – In Kansas – transportation of passengers and their baggage from and between all points and places in the state of Missouri over irregular routes in one-way or round-trip charter service, irrespective of location of such points on the routes of regular route carriers.
	B. The charges show herein are in dollars and cents and are payable in lawful United States money.
2.	<u>Definitions</u>
	The following "Definitions" reflect the technical interpretation of words and phrases used in this Tariff. Where ever such words or phrases are used they are designated by capitalization and quotation marks, thus, "Accommodations", "Charter Coach", etc.
	 A. Accommodations: "Accommodations", as used herein, means either (1) additional seats which the "Charter Party" may desire in excess of the number necessary for the party for extra convenience or comfort of the party, or (2) additional number of seats (either left in the "Charter Coaches" or removed at the "Charter Party's request) for the storage of baggage or other paraphernalia being carried in the custody of the party. B. Charter Coach: A unit of motor passenger equipment assigned to the exclusive use of a
	party or persons.
	C. Charter Party: The term "Charter Party", as used herein, means a person or group of persons, who pursuant to a common purpose, and under a single contract, and at a fixed charge, have acquired the exclusive use of a passenger carrying motor vehicle to travel together as a group to a specified destination or for a particular itinerary, either agreed upon in advance or modified by the "Charter Party" after having left the "Place of Origin".
	D. Charter Trip or Charter Movement: Transportation and incidental service furnished by the Carrier in a "Charter Coach" between points authorized herein, beginning at the time and place for which the "Charter Coach" is ordered and ending at the "Place of Destination".
	E. Equipment Point: "Equipment Point", as used in this Tariff, means a place specifically named herein by the Carrier as a point at which vehicles of the particular capacity desired are held out to be available for "Charter Movements".
	F. Hour: As used herein, an "Hour" is each sixty (60) minute period (or fraction thereof) beginning at the time the "Charter Coach" is ordered to be at the "Place of Origin" and ending at the time the "Charter Coach" is finally released by the "Charter Party".
	G. Day: As used herein, a "Day" is each twenty-four (24) "Hour" period beginning at the time the "Charter Coach" is ordered to be at the "Place of Origin" and ending at the time
	the "Charter Coach" is finally released by the "Charter Party". H. Live Mileage: "Live Mileage", as used herein, means the mileage traversed by a "Charter
	Coach" between the "Place of Origin" and the "Place of Destination". I. Deadhead Mileage: "Deadhead Mileage", as used in this Tariff, except as otherwise shown herein, means the distance computed via the shortest practical highway route, without

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110.	passengers. 1. Between the "Applicable Equipment Point" for the particular vehicle and the
	"Place of Origin; and 2. Between the "Place of Destination" and the same "Applicable Equipment Point".
	3. NOTE: After the "Charter Coach" has departed from the "Place of Origin", any mileage involved in the servicing of the equipment will not be included as "Deadhead Mileage".
	J. Charter trip or Charter Movement: Transportation and incidental service furnished by the Carrier in a "Charter Coach" between the points authorized herein, beginning at the time and place for which the "Charter Coach" is ordered and ending at the "Place of Destination".
	K. Equipment Point: "Equipment Point", as used in this Tariff, means a place specifically named herein by the Carrier as a point at which vehicles of the particular capacity desired are held out to be available for "Charter Movements".
	L. Hour: As used herein, and "Hour" is each sixty (60) minute period (or fraction thereof) beginning at the time the "Charter Coach" is ordered to be at the "Place of Origin" and ending at the time the "Charter Coach" is finally released by the "Charter Party".
	M. Day: As used herein, a "Day" is each twenty-four (24) "Hour" period beginning at the time the "Charter Coach" is ordered to be at the "Place of Origin" and ending at the time the "Charter Coach" is finally released by the "Charter Party".
	N. Live Mileage: "Live Mileage", as used herein, means the mileage traversed by a "Charter Coach" between the "Place of Origin" and the "Place of Destination".
	O. Deadhead Mileage: "Deadhead Mileage", as used in this Tariff, except as otherwise shown herein, means the distance computed via the shortest practical highway route, without passengers.
	 Between the "Applicable Equipment Point" for the particular vehicle and the "Place of Origin; and Between the "Place of Destination" and the same "Applicable Equipment Point".
	NOTE: After the "Charter Coach" has departed from the "Place of Origin", any mileage involved in the servicing of the equipment will not be included as "Deadhead Mileage".
	 P. Place of Origin: The term "Place of Origin", as used herein, means the place where the "Charter Party" orders the "Charter Coach" to be at the start of the "Charter Trip". Q. Place of Destination: The term "Place of Destination", as used herein, means the place where the "Charter Coach" is vacated and released by the "Charter Party". R. Waiting Time: Any period of tie in excess of one-half (1/2) and "Hour" during which the "Charter Coach" is not in motion, at the request, with the consent, or for the convenience
	of the "Charter Party". "Waiting Time" does not include normal rest stops, meal stops or layover time for repairs.
3.	Determination of Mileage
	Except as otherwise specifically provided herein. Mileage will be determined from and in accordance with the provisions of National Mileage Guide, Supplementary Mileage Guide MBTA 85-654, National Mileage Guide NBTA 95-655 and Randy McNally Motor Carrier Atlas, supplements thereto or re-issues thereof, issued by National Bus Traffic Association, Inc.
4.	Objectionable Persons
	The carrier reserves the right to refuse to transport any person who is under the influence of intoxicating liquor or drugs, or who is incapable of taking care of himself or herself, or who shows

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1100	conduct which is such, or is likely to be such, as to make him or her objectionable to other passengers.						
	EXCEPTION – This Rule does not apply to persons who are ill and accompanied by an attendant or nurse.						
5.	Baggage						
	 A. Personal Baggage will not be Checked-in "Charter Coach" Service. B. To the limit of the capacity of the "Charter Coach", Personal Effects, Baggage, Musical Instruments, Athletic Equipment, and other Articles and Paraphernalia, which are for actual use, and which are necessary or appropriate either for the wear, use, comfort and/or convenience of the passengers or for the purpose of the "Charter Trip", will be transported at Owner's Risk, at no additional charge. C. The Carrier will not accept for transportation in "Charter Coach" Service any article the 						
	transportation of which is prohibited by Law or the Regulations of the Interstate Commerce Commission or other Regulatory Bodies.						
6.	Animals or Birds						
	No animals or birds will be carried on "Charter Trips".						
7.	<u>Liabilities</u>						
	 A. The Carrier does not guarantee to arrive at or depart from any point at a specific time, but will endeavor to maintain the schedule submitted by its agent or employee. B. If any Act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or dangers incident to a state or war, accidents, breakdowns, bad conditions beyond its control, make it, in the opinion of the Carrier, inadvisable to operate "Charter Coaches" either from the "Place of Origin" or any point en-route, the Carrier shall not be liable therefore. 						
8.	<u>Claims</u>						
	Except as might otherwise be prescribed by law, all Claims of whatsoever character must be filed in writing within nine (9) months with the Carrier.						
	EXCEPTION – (Applicable interstate only) Rules and Regulations with respect to the processing of Claims for the Loss or Damage to Baggage, will be as published in National Claims Rule Tariff, ICC NBTA 11-C, supplements thereto or reissues thereof, issued by National Bus Traffic Association, Inc., Agent.						
9.	Application and Collection of Charges						
	A. The Charges shown herein apply for "Charter Trips" over paved, oiled, macadam roads, or roads over which the "Charter Coach" can be operated at the time of the "Charter Coach" can be operated at the time of the "Charter Trip" with safety and without undue wear.						
	B. All Quotations are subject to the Carrier being able to supply equipment and apply only when proper arrangements have been made for the furnishing of equipment and when the Carrier can properly meet with all the requirements of the City, State, National or State Park, Monument or Reservations through which the "Charter Coach" must pass.						

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110.	SECTION A RULES AND REGULATIONS (Continued)							
	Application and Collection of Charges: (Continued)							
	C. When a Carrier, for its own convenience, furnishes a vehicle of a greater capacity or in a higher classification than that ordered, charges for the "Charter Movement" will be based on the capacity or classification of the vehicle ordered. Charges must be assessed on the basis of the seating capacity, or classification of the vehicle offered at the time quotation was made.							
	D. On "Charter Movements" which include an extended layover, the "Charter Coach" may be temporarily released by the "Charter Party" upon payment of "Deadhead Mileage" charges based on the Round-Trip mileage from the place at which the "Charter Coach" is temporarily released to the "Equipment Point" from which the "Charter Coach" originated, provided that the total charge computed on the basis does not exceed the charge which would be computed under the general provisions of this Tariff. E. All charges for "Charter Trips", including "Deadhead Mileage" charges and Special Charges are payable in advance, unless credit is established with the Carrier.							
	F. Scrip, Commutation or Mileage Books or Coupons will not be accepted in payment of Charges shown herein.							
	G. All charges for a "Charter Trip" must be assessed against and/or collected from the person or organization ordering the "Charter Coach", and will not be prorated and							
	collected as Fares from the individual. H. On extended "Charter Trips", the "Charter Party" may make payments in installments. These payments must be made in advance of each part of the "Charter Trip" for which they are applicable. When such arrangements are made, the Carrier may, at its option, demand deposit to cover return "Deadhead Mileage" charges of the "Charter Coach", if any, in case "Charter Trip" is discontinued before completion. If "Charter Trip" is							
	completed, deposit will be applied on the last payment. I. If the "Charter Party" during the "Charter Trip" desires to change routing, duration of the "Charter Trip" or other arrangements, charges for the revised "Charter Trip" will be assessed and collected on the basis of the charges published herein, plus any additional expenses incurred on the basis of the original order. 1. If the charges as published herein for the revised "Charter Trip" exceed the							
	amount first paid, the difference between that amount and the proper charges as published herein will be collected. 2. If the charges as published herein for the revised "Charter Trip" are less than the amount first paid, the difference between the charges for the revised trip and the amount collected will be refunded.							
	J. Refund or credit will be made to the "Charter Party" based on the difference between the Payments collected and the charges assessed in accordance with the provisions of this Tariff. Such refund or credit will be made only through the General Office of the Carrier.							
10.	Damage to Vehicles							
	Each vehicle assigned for Charter Service will be in good condition, including the condition of window glass and seats. Any damage to the vehicle caused by the "Charter Party" will be charged by the Carrier to the "Charter Party".							
11.	Equipment Points							
	Vehicles for Charter Service are held out to be available at Raytown, Missouri.							

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12.	Governing Publications
	A. National Mileage Guide, ICC NBTA 12-B B. Supplementary Mileage Guide, ICC NBTA 13-A C. National Special Charter Charges Tariff, ICC NBTA 16
	SECTION B CHARGES
1.	Application of Charges
	 A. The Charges published in this Section are based on the number of passengers per "Charter Coach" or the Seating Capacity of the vehicle, as ordered by the "Charter Party". B. When the number of passengers in the "Charter Party" varies during the course of the "Charter Trip", the Carrier will assess charges based on the maximum number of passengers in the "Charter Party" at any time during the "Charter Trip".
2.	Computation of Charges
	The Charges authorized in this Section apply to each "Charter Coach" assigned to a "Charter Movement". Charges for a "Charter Movement" will be computed as provided in the following paragraphs.
	NOTE – "Charter Coach Movements" that are confirmed and accepted by the Carrier and by the "Charter Party" as evidenced by the execution of a Charter Bus Contract, more than thirty (30) "Days" before the Effective Date of a Tariff change, will be subject to the Charges in effect on the date of the Charter Bus Contract or on the date of the "Charter Coach Movement", WICHEVER IS LOWER.
	A. <u>Basic Charge</u> – The Basic Charge to be assessed will be the "Live Mileage" Charge computed under the provisions of Paragraph B of this Item, or the Time Charge computed under the provisions of Paragraph C, WHICHEVER IS GREATER. The Charges computed under the provisions of Paragraphs D and E of this Item are to be assessed in addition to the Basic Charge.
	NOTE – In no case shall the Charge for a "Charter Movement" which does not terminate at the "Place of Origin".
	EXCEPTION 1 – <u>Intrastate in Kansas</u> , the Basic Charge will be the sum of the "Live Mileage" Charges, computed under the provisions of Paragraph B of this Rule, AND the "Deadhead Mileage" Charges, computed under the provisions of Paragraph D, OR the Time Charges, computed under the provisions of Paragraph D, OR the Time Charges, computed under the provisions of Paragraph C, WHICHEVER IS GREATER.
	 B. "Live Mileage" Charge – A "Live Mileage" Charge will be assessed for each mile traversed by a "Charter Coach" between the "Place of Origin" and the "Place of Destination", at charges shown in the applicable Table of Charges. C. Time Charges – A Time Charge will be assessed for each "Hour" or fraction thereof, computed from the time the "Charter Coach" is ordered to be at the "Place of Origin" to the time the "Charter Coach" is released by the "Charter Party" at the "Place of Destination". The Time Charge for the first twenty-four (24) "Hours" of a "Charter

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3.	Movement" will be computed on the basis of the Charges shown in Columns 4 and 5 of the applicable Table of Charges, but not to exceed the Charge for twenty-four (24) "Hours" shown in Column 6. On "Charter Movements" of more than twenty-four (24) "Hours" duration, the Time Charge will be computed by applying the maximum twenty-four (24) "Hour" Time Charge for each full twenty-four (24) "Hour" period. The Charge for a portion of a twenty-four (24) "Hour" period will not exceed the applicable twenty-four (24) "Hour" Time Charge D. "Deadhead Mileage" Charge – A "Deadhead Mileage" Charge per "Deadhead Mile" per "Charter Coach" will be assessed at the applicable "Deadhead Mileage" Charge, computed via the shortest practical highway route, without passengers, 1. Between the "Applicable Equipment Point" for the particular vehicle and the "Place of Origin", AND 2. Between the "Place of Destination" and the same "Applicable Equipment Point". E. Special Charges – The Special Charges provided in Item #4 will be added to the Basic Charge computed under Paragraph A of this Item.					
<i>3</i> ,	COLUMN 1 Number of Passengers Per Charter Coach	COLUMN 2 Per	COLUMN 3 Per "Deadhead Mil	COLUMN 4	ill apply to all "Char <u>COLUMN 5</u> TIME CHARGES	COLUMN 6
	Coach			First 5 Hours Or less	Each Addt'l Hour	Maximum 24 Hour Period
	DELUXE COACH 47 Passenger or less	\$2.45	\$1.50	\$350.00	\$65.00	\$595.00
	55 Passenger or less	\$2.75	\$1.65	\$425.00	\$75.00	\$700.00
	See Note #1	\$3.00	\$1.80	\$480.00	\$90.00	\$800.00
	SPECIAL DELUXE COACH 47 Passenger or Less – See Note #2	\$2.80	\$1.70	\$435.00	\$80.00	\$700.00
		added to the c			ngle "Charter Coach even (47) passengers,	
	Per "Live Mile First 5 Hours o			nch Additional H aximum 24 Hou	Iour - \$1.00 r Time Charge - \$10	.00
	equipment. In	addition theret	o, when "Sleepe	er" coaches are u	ed", "Sightseeing" or used, a Layover Char tting twenty-four (24	rge of sic (\$6.00)

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2,00	arrival at destination and ending at the time of departure from destination.						
	NOTE #2 – These charges will apply only to "Charter Movements" when Special Deluxe Coach equipment is requested by "Charter Party".						
	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	
	Seating Capacity of Van and Mini-Bus	Per "Live Mile"	Per "Deadhead Mile"		CHARGES		
				First 4 Hrs Or Less	Each Additional Hour	Maximum 24 Hour <u>Period</u>	
	VAN 15 Passenger or Less	\$1.80	\$1.40	\$240.00	\$60.00	\$500.00	
	MINI – BUS 16-25 Passenger or Less	\$2.20	\$1.70	\$320.00	\$80.00	\$550.00	
			ent Point" of Rayt ee, or for Tour and				
	COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6	
	Seating Capacity of Limo	Per "Live Mile"	Per "Deadhead Mile"	TIN	ME CHARGES		
				2 Hour Minimum	Each Addt'l Hour	Maximum 24 Hour <u>Period</u>	
	6 Passengers or less	\$1.60	\$1.25	\$200.00	\$75.00	\$500.00	
	NOTE (1) – Trancharged at a rate		m the greater Kan	sas City area to a	nd from KCI Ai	rport will be	
4.	Special Charges						
	_	_	his Item, when app I in this or other Se			nnsportation	
	made for	r the removal o	ation of VCR and l of each double seat. VCR's and/or TV's	There will be a fe	orty (\$40.00) per	r day charge for	

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1100		and use of VCR's and/or TV's. There will be a thirty-five (\$35.00) installation and
		removal charge on each charter requesting the use of a portable bar.
	В.	<u>Toll Charges, Entrance Fees, Etc.</u> - All Highway, Bridge and Ferry Tolls or Charges;
		Parking, Entrance and admission Fees or any other Charges or expenses whatsoever
		incurred by this Carrier while performing services with a "Charter Coach" will be
		assessed to the "Charter Party"
	С.	Additional Mileage (Applicable only for Kansas Interstate "Charter Coach Movements")
		- Any additional mileage operated by the Carrier occasioned by the act of God, bad
		conditions of the road, floods, storms and other circumstances beyond its control, will be
	ъ	charged for at the charge applicable thereto.
	D.	Additional Drivers – Whenever a "Charter Movement" is of such duration as to require
		one (1) or more additional drivers, in order to comply with the "Hours of Service of
		Driver's Regulations" of the U.S. Department of Transportation, Federal Highway Administration, Bureau of Motor Carrier Safety, a charge of fifty-five (.55) cents per mile
		will be made for each mile driven or cushioned by the additional driver, plus eighty-five
		(\$85.00) dollars each time it is necessary for the additional driver to get "hours off", unless
		it is a two-man operation using a "Sleeper-Berth" coach, then there will be a charge for
		the actual cost subject to a maximum of one hundred and seventy (\$170.00) dollars per
		"day" extra driver charge.
	Е.	Overnight Stopovers – For each overnight stopover requested by the "Charter Party",
		and additional charge of eighty-five (\$85.00) dollars will be assessed.
	F.	Cleanup Charge – A clean up charge of seventy-five (\$75.00) dollars per "Charter Coach"
		will be assessed on "Charter Movement" of seventy-tow (72) "hours" or more duration, or
		when beverages and snacks are to be served on the "Charter Coach".
	G.	<u>Cancellation Charges</u> – (Applicable only for Interstate and Intrastate "Charter
		Movements" which originate in the State of Kansas) On "Charter Movements" of more
		than seventy-two (72) "Hours" duration, when a notification of cancellation is given in less
		than forty-eight (48) "Hours" prior to the "Dispatch Departure time", there will be a
		Cancellation Charge of two hundred and fifty (\$250.00) dollars per "Charter Coach", plus
		the applicable Charge for any "Deadhead Mileage' operated and all other expenses, such as Toll Charges, Permits, Fees, etc. incurred by the Carrier. On "Charter Movements" of
		less than seventy-two "Hours" duration, when a notification of cancellation is given in less
		than twenty-four (24) "Hours prior to the "dispatch Departure Time", there will be a
		Cancellation Charge of one hundred and fifty (\$150.00) dollars per "Charter Coach", plus
		the applicable Charge for any "Deadhead Mileage" operated and all other expenses, such
		as Toll Charges, Permits, Fees, etc., incurred by the Carrier.
	Н.	<u>Deposit Charge</u> – Unless satisfactory credit arrangements are established, a deposit to
		cover the Cancellation Charge provided in Paragraph (G) of this Item, must be made with
		each "Charter Coach" Order. If more than one "Charter Coach" is ordered, the amount
		of deposit must be made for each "Charter Coach".
	I.	Additional Non-Transportation Services – If at the request of the "Charter Party" the
		Carrier arranges to provide special equipment and supplies in the "Charter Coach" for
		the convenience, comfort and/or entertainment of the "Charter Party", or arranges for
		Hotel Accommodations, Meals, Sightseeing, Entertainment or other Non-Transportation
		Services, all Charges involved which are incurred in the performance of such Non-
		Transportation Service will be assessed to and collected from the "Charter Party". It is non-performance of services on the part of any establishment with whom arrangements
		for Non-Transportation Services are made, and the Carrier's responsibility is limited to
		the actual Transportation Services contracted for by the 'Charter Party'.
	J.	Charter Coach Movements to Alaska –
	-	1. On all "Charter Coach Movements' to Alaska, the Charge for each twenty-four
		(24) "Hour" period, will be an amount equal to the Charge for three hundred
		(300) "Live Miles" per "Charter Coach" at the applicable Rate per "Live Mile".

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1.00	2. On all "Charter Coach Movements" to Alaska, a surcharge of ten (10%) percent will be added to the Mileage or Time Charges, whichever is applicable for the entire distance or duration of the "Charter Coach Movement".						